

COUNTY OF LOUDOUN, VIRGINIA
Department of Management & Financial Services
Division of Procurement
(703) 777-0403

**PURCHASE ORDER TERMS
INSTRUCTIONS TO VENDOR**

1. The Purchase Order number on issued purchase order must be shown on all invoices, delivery memoranda, bills of lading, packages and/or correspondence; otherwise clearance for payment may be delayed.
2. All invoices against the departments or offices of the County of Loudoun, Virginia, must be submitted in duplicate directly to the "BILL TO" address specified on the purchase order. Invoices must be complete in detail. Render a separate invoice for each purchase order promptly upon completing shipment or performance of service. Unless otherwise authorized, all delivery related costs are included in the purchase price. If the freight terms on the purchase order allow for freight to be pre-paid and added to the invoice, the original bill of lading must be attached. Order must be complete before rendering invoice. Payment will not be made until all items or services ordered are received, unless progress payments are authorized. If shipment is made by freight or express, the original, properly receipted bill of lading must accompany invoice.
3. Render any outstanding invoice statements to County of Loudoun, Virginia, Department of Management and Financial Services, Division of Finance & Accounting (Accounts Payable), 1 Harrison Street, SE, MSC #41D, PO Box 7000, Leesburg, Virginia 20177-7000.

GENERAL TERMS AND CONDITIONS OF ORDER*

1. Hold Harmless: In accepting this order, the Vendor, Contractor or Service Provider, agrees to hold harmless and defend and indemnify the County against all claims, losses, damages, or expenses which may be made against the County, or which the County may incur arising from infringement of patent rights or copyrights, on any article named herein and purchased hereunder.
2. Faith Based Organizations: Loudoun County does not discriminate against faith-based organizations.
3. Notice of Required Disability Legislation Compliance: Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, Loudoun County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
4. Delivery Failure: Should shipment of any part of this order or performance of service be delayed beyond the time specified herein or if no time is specified, then beyond a reasonable time, or if any article or service should fail to comply with specifications or scope of services, the County has the right to purchase such articles or services at the current market price for immediate delivery or performance, and any excess in the cost of same over the price shown herein is to be paid by the Vendor, Contractor, or Service Provider under this order, or deducted from any moneys now due or hereafter accruing to Vendor, Contractor, or Service Provider from the County.
5. FOB Destination-Freight Prepaid and Allowed: Any goods to be delivered to a County location shall be coordinated with the using agency prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance and all other delivery related costs shall be included in the cost of performing the work proposed in the price quoted unless otherwise proposed and accepted at the time of the quote.

6. Inspection: Equipment, materials, and/or supplies, delivered on this order shall be subject to inspection and test upon receipt and if rejected shall remain the property of the Vendor or Contractor.
7. Purchase Order Required: Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized official Purchase Order issued by the County.
8. Payment Discounts: Cash discounts will be effective from date order is completed and accepted and a proper invoice is received by the County.
9. Exemption from Taxes: The County is exempt from provisions of Virginia Sales and Use Taxes and Federal Excise Taxes.
10. Business, Professional, and Occupational License Requirement: In accepting this order, the Vendor, Contractor or Service Provider agrees to conform to local business license tax liabilities where applicable. Questions should be referred to the Commissioner of the Revenue's Office (703) 777-0260 or 478-8402.
11. Ethics in Public Contracting: The ethics in public Contracting provisions of Sections 2.2-4367 through 2.2-4377 of the Code of Virginia are applicable to all Contracts entered into by the County.
12. Immigration Reform and Control Act of 1986

In accepting this Order, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
13. Payment to Subcontractors: Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Vendor, Contractor or Service Provider shall either: a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or b) notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b.. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.
14. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the order shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the order.
15. Contractual Disputes: A Vendor, Contractor, or Service Provider shall give written notice to the Purchasing Agent of his/her intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the bidder within thirty (30) days of receipt of the claim.
16. Terms and Conditions Accepted: These terms and conditions (including promised delivery or performance completion) are deemed accepted by Vendor, Contractor or Service Provider, unless the Division of Procurement is notified otherwise within TEN (10) DAYS. Acknowledge this order immediately, confirming delivery time and shipping dates or performance dates. Failure to acknowledge will be deemed acceptance by Vendor, Contractor or Service Provider of this order.
17. Material Safety Data Sheets: By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data

Sheet (MSDS) This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

18. Authority to Transact Business in Virginia. Foreign* corporations, limited liability companies and limited liability partnerships are subject to certain State Corporation Commission requirements prior to transacting business in the Commonwealth of Virginia. See e.g. Va. Code Sections 13.1-757 Authority to transact business required; 13.1-1051 Authority to transact business required; governing law; 50-73.138 Registration of foreign registered limited liability partnerships.

*organized under laws other than the laws of the Commonwealth

19. Licensure: To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

****If this Purchase Order is over \$10,000, there are additional mandatory provisions following:**

**THE FOLLOWING ARE MANDATORY PROVISIONS FOR CONTRACTS,
INCLUDING PURCHASE ORDERS, OVER \$10,000**

Employment Discrimination by Contractors Prohibited

1. During the performance of this Contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Forms/Purchase Order Terms 9-29-09